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6 COSTCO WHOLESALE CORPORATION
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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 C.M.,

12 Plaintiff,

13 v.

14 COSTCO WHOLESALE
15 CORPORATION, and DOES 1 to 25,
inclusive,

16 Defendants.
17

Case No. 5:24-cv-2133-SP

STIPULATED PROTECTIVE ORDER

18 **I. PURPOSES AND LIMITATIONS**

19 Discovery in this action is likely to involve production of confidential,
20 proprietary, or private information for which special protection from public
21 disclosure and from use for any purpose other than prosecuting this litigation may be
22 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
23 the following Stipulated Protective Order. The parties acknowledge that this Order
24 does not confer blanket protections on all disclosures or responses to discovery and
25 that the protection it affords from public disclosure and use extends only to the
26 limited information or items that are entitled to confidential treatment under the
27 applicable legal principles. The parties further acknowledge, as set forth in Section
28 XIII(C), below, that this Stipulated Protective Order does not entitle them to file

1 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
2 that must be followed and the standards that must be followed and the standards that
3 will be applied when a party seeks permission from the Court to file material under
4 seal.

5 **II. GOOD CAUSE STATEMENT**

6 This action is likely to involve trade secrets, pricing lists, commercial,
7 financial, technical and/or proprietary information for which special protection from
8 public disclosure and from use for any purpose other than prosecution of this action
9 is warranted. Such confidential and proprietary materials and information consist of,
10 among other things: (1) confidential business methods and procedures; (2)
11 information implicating third-party privacy rights; (3) confidential product
12 formulations; (4) confidential and/or proprietary manufacturing and/or production
13 specifications; and (5) information otherwise generally unavailable to the public, or
14 which may be privileged or otherwise protected from disclosure under state or
15 federal statutes, court rules, case decisions, or common law. Accordingly, to expedite
16 the flow of information, to facilitate the prompt resolution of disputes over
17 confidentiality of discovery materials, to adequately protect information the parties
18 are entitled to keep confidential, to ensure that the parties are permitted reasonable
19 necessary uses of such material in preparation for and in the conduct of trial, to
20 address their handling at the end of the litigation, and serve the ends of justice, a
21 protective order for such information is justified in this matter. It is the intent of the
22 parties that information will not be designated as confidential for tactical reasons and
23 that nothing be so designated without a good faith belief that it has been maintained
24 in a confidential, non-public manner, and there is good cause why it should not be
25 part of the public record of this case.

26 **III. DEFINITIONS**

27 A. Action: The instant action: *C.M. v. Costco Wholesale Corporation*, Case
28 No. 5:24-cv-2133 SP.

1 B. Challenging Party: A Party or Non-Party that challenges the designation
2 of information or items under this Order.

3 C. “CONFIDENTIAL” Information or Items: Information (regardless of
4 how it is generated, stored or maintained) or tangible things that qualify for
5 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
6 Good Cause Statement.

7 D. Counsel: Outside Counsel of Record and House Counsel (as well as
8 their support staff).

9 E. Designating Party: A Party or Non-Party that designates information or
10 items that it produces in disclosures or in responses to discovery as
11 “CONFIDENTIAL.”

12 F. Disclosure or Discovery Material: All items or information, regardless
13 of the medium or manner in which it is generated, stored, or maintained (including,
14 among other things, testimony, transcripts, and tangible things), that are produced or
15 generated in disclosures or responses to discovery in this matter.

16 G. Expert: A person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as
18 an expert witness or as a consultant in this Action.

19 H. House Counsel: Attorneys who are employees of a party to this Action.
20 House Counsel does not include Outside Counsel of Record or any other outside
21 counsel.

22 I. Non-Party: Any natural person, partnership, corporation, association, or
23 other legal entity not named as a Party to this action.

24 J. Outside Counsel of Record: Attorneys who are not employees of a party
25 to this Action but are retained to represent or advise a party to this Action and have
26 appeared in this Action on behalf of that party or are affiliated with a law firm which
27 has appeared on behalf of that party, and includes support staff.
28

1 K. Party: Any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 L. Producing Party: A Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 M. Professional Vendors: Persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 N. Protected Material: Any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL.”

12 O. Receiving Party: A Party that receives Disclosure or Discovery
13 Material from a Producing Party.

14 **IV. SCOPE**

15 A. The protections conferred by this Stipulation and Order cover not only
16 Protected Material (as defined above), but also (1) any information copied or
17 extracted from Protected Material; (2) all copies, excerpts, summaries, or
18 compilations of Protected Material; and (3) any testimony, conversations, or
19 presentations by Parties or their Counsel that might reveal Protected Material.

20 B. Any use of Protected Material at trial shall be governed by the orders of
21 the trial judge. This Order does not govern the use of Protected Material at trial.

22 **V. DURATION**

23 Even after final disposition of this litigation, the confidentiality obligations
24 imposed by this Order shall remain in effect until a Designating Party agrees
25 otherwise in writing or a court order otherwise directs. Final disposition shall be
26 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
27 or without prejudice; and (2) final judgment herein after the completion and
28 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,

1 including the time limits for filing any motions or applications for extension of time
2 pursuant to applicable law.

3 **VI. DESIGNATING PROTECTED MATERIAL**

4 A. Exercise of Restraint and Care in Designating Material for Protection

5 1. Each Party or Non-Party that designates information or items for
6 protection under this Order must take care to limit any such designation to specific
7 material that qualifies under the appropriate standards. The Designating Party must
8 designate for protection only those parts of material, documents, items, or oral or
9 written communications that qualify so that other portions of the material,
10 documents, items, or communications for which protection is not warranted are not
11 swept unjustifiably within the ambit of this Order.

12 2. Mass, indiscriminate, or routinized designations are prohibited.
13 Designations that are shown to be clearly unjustified or that have been made for an
14 improper purpose (e.g., to unnecessarily encumber the case development process or
15 to impose unnecessary expenses and burdens on other parties) may expose the
16 Designating Party to sanctions.

17 3. If it comes to a Designating Party's attention that information or
18 items that it designated for protection do not qualify for protection, that Designating
19 Party must promptly notify all other Parties that it is withdrawing the inapplicable
20 designation.

21 B. Manner and Timing of Designations

22 1. Except as otherwise provided in this Order (*see, e.g.*, Section
23 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery
24 Material that qualifies for protection under this Order must be clearly so designated
25 before the material is disclosed or produced.

26 2. Designation in conformity with this Order requires the following:

27 a. For information in documentary form (e.g., paper or
28 electronic documents, but excluding transcripts of depositions or other pretrial or

1 trial proceedings), that the Producing Party affix at a minimum, the legend
2 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
3 contains protected material. If only a portion or portions of the material on a page
4 qualifies for protection, the Producing Party also must clearly identify the protected
5 portion(s) (e.g., by making appropriate markings in the margins).

6 b. A Party or Non-Party that makes original documents
7 available for inspection need not designate them for protection until after the
8 inspecting Party has indicated which documents it would like copied and produced.
9 During the inspection and before the designation, all of the material made available
10 for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
11 identified the documents it wants copied and produced, the Producing Party must
12 determine which documents, or portions thereof, qualify for protection under this
13 Order. Then, before producing the specified documents, the Producing Party must
14 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.
15 If only a portion or portions of the material on a page qualifies for protection, the
16 Producing Party also must clearly identify the protected portion(s) (e.g., by making
17 appropriate markings in the margins).

18 c. For testimony given in depositions, that the Designating
19 Party identify the Disclosure or Discovery Material on the record, before the close of
20 the deposition all protected testimony.

21 d. For information produced in form other than document and
22 for any other tangible items, that the Producing Party affix in a prominent place on
23 the exterior of the container or containers in which the information is stored the
24 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants
25 protection, the Producing Party, to the extent practicable, shall identify the protected
26 portion(s).

27 C. Inadvertent Failure to Designate
28

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

A. Basic Principles

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XIV below.

2. Protected Material must be stored and maintained by a

1 Receiving Party at a location and in a secure manner that ensures that access is
2 limited to the persons authorized under this Order.

3 B. Disclosure of “CONFIDENTIAL” Information or Items

4 1. Unless otherwise ordered by the Court or permitted in writing by
5 the Designating Party, a Receiving Party may disclose any information or item
6 designated “CONFIDENTIAL” only to:

7 a. The Receiving Party’s Outside Counsel of Record in this
8 Action, as well as employees of said Outside Counsel of Record to whom it is
9 reasonably necessary to disclose the information for this Action;

10 b. The officers, directors, and employees (including House
11 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
12 Action;

13 c. Experts (as defined in this Order) of the Receiving Party to
14 whom disclosure is reasonably necessary for this Action and who have signed
15 the “Acknowledgment and Agreement to Be Bound” (Exhibit A); d. The Court and
16 its personnel;

17 e. Court reporters and their staff;

18 f. Professional jury or trial consultants, mock jurors, and
19 Professional Vendors to whom disclosure is reasonably necessary or this Action and
20 who have signed the “Acknowledgment and Agreement to be Bound” attached as
21 Exhibit A hereto;

22 g. The author or recipient of a document containing the
23 information or a custodian or other person who otherwise possessed or knew the
24 information;

25 h. During their depositions, witnesses, and attorneys for
26 witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the
27 deposing party requests that the witness sign the “Acknowledgment and Agreement
28 to Be Bound;” and (ii) they will not be permitted to keep any confidential

information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

i. Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions

1 should be construed as authorizing or encouraging a Receiving Party in this Action
2 to disobey a lawful directive from another court.

3 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO**
4 **BE PRODUCED IN THIS LITIGATION**

5 A. The terms of this Order are applicable to information produced by a
6 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
7 produced by Non-Parties in connection with this litigation is protected by the
8 remedies and relief provided by this Order. Nothing in these provisions should be
9 construed as prohibiting a Non-Party from seeking additional protections. B. In the
10 event that a Party is required, by a valid discovery request, to produce a Non-Party’s
11 confidential information in its possession, and the Party is subject to an agreement
12 with the Non-Party not to produce the Non-Party’s confidential information, then the
13 Party shall:

14 1. Promptly notify in writing the Requesting Party and the Non-
15 Party that some or all of the information requested is subject to a confidentiality
16 agreement with a Non-Party;

17 2. Promptly provide the Non-Party with a copy of the Stipulated
18 Protective Order in this Action, the relevant discovery request(s), and a reasonably
19 specific description of the information requested; and

20 3. Make the information requested available for inspection by the
21 Non-Party, if requested.

22 C. If the Non-Party fails to seek a protective order from this court within
23 14 days of receiving the notice and accompanying information, the Receiving Party
24 may produce the Non-Party’s confidential information responsive to the discovery
25 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
26 not produce any information in its possession or control that is subject to the
27 confidentiality agreement with the Non-Party before a determination by the court.
28

Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A.

XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

XIII. MISCELLANEOUS

A. Right to Further Relief

Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

1 B. Right to Assert Other Objections

2 By stipulating to the entry of this Protective Order, no Party waives any right
3 it otherwise would have to object to disclosing or producing any information or item
4 on any ground not addressed in this Stipulated Protective Order. Similarly, no Party
5 waives any right to object on any ground to use in evidence of any of the material
6 covered by this Protective Order.

7 C. Filing Protected Material

8 A Party that seeks to file under seal any Protected Material must comply with
9 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
10 court order authorizing the sealing of the specific Protected Material at issue. If a
11 Party's request to file Protected Material under seal is denied by the Court, then the
12 Receiving Party may file the information in the public record unless otherwise
13 instructed by the Court.

14 **XIV. FINAL DISPOSITION**

15 A. After the final disposition of this Action, as defined in Section V, within
16 sixty (60) days of a written request by the Designating Party, each Receiving Party
17 must return all Protected Material to the Producing Party or destroy such material.
18 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
19 compilations, summaries, and any other format reproducing or capturing any of the
20 Protected Material. Whether the Protected Material is returned or destroyed, the
21 Receiving Party must submit a written certification to the Producing Party (and, if
22 not the same person or entity, to the Designating Party) by the 60 day deadline that
23 (1) identifies (by category, where appropriate) all the Protected Material that was
24 returned or destroyed and (2) affirms that the Receiving Party has not retained any
25 copies, abstracts, compilations, summaries or any other format reproducing or
26 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
27 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
28 and hearing transcripts, legal memoranda, correspondence, deposition and trial

1 exhibits, expert reports, attorney work product, and consultant and expert work
2 product, even if such materials contain Protected Material. Any such archival copies
3 that contain or constitute Protected Material remain subject to this Protective Order
4 as set forth in Section V.

5 B. Any violation of this Order may be punished by any and all appropriate
6 measures including, without limitation, contempt proceedings and/or monetary
7 sanctions.

8 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

9 ///

10 Dated: October 15, 2024

LAW OFFICES OF SHARONA
ESLAMBOLY HAKIM

13 By:

14 /s/

SHARONA ESLAMBOLY
HAKIM

Attorneys for Plaintiff,
COURTNEY MARTIN, a minor by
and through her guardian ad litem
TANGYA MARTIN

19 Dated: October 15, 2024

THARPE & HOWELL, LLP


21 By: /s/

JOHN K. FLOCK

Attorneys for Defendant,
COSTCO WHOLESALE
CORPORATION

25 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

27 DATED: October 21, 2024

26 

HON. SHERI PYM

United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of _____ **[insert formal name of the case and the
number and initials assigned to it by the court]**. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order. I
further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action. I
hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone number]
as my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____